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IN THE 1st CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE, *ex rel.*
HERBERT H. SLATERY III, ATTORNEY
GENERAL and REPORTER,

Plaintiff,

v.

ELAVON, INC. a Georgia Corporation,
and all officers, directors, owners,
employees, members, affiliates,
successors, subsidiaries, agents and
representatives of ELAVON, INC.
and LADCO FINANCIAL GROUP, INC.,
formerly a California subsidiary corporation of
ELAVON, INC.,

Defendants.

No. 15C4017

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

1. Plaintiff, the State of Tennessee, by and through Herbert H. Slatery III the Attorney General and Reporter, at the request of Bill Giannini, Acting Director of the Division of Consumer Affairs of the Department of Commerce and Insurance; Elavon Inc., a Georgia corporation; and LADCO Financial Group, Inc., formerly a California subsidiary corporation of Elavon, Inc., which was merged into Elavon, Inc. as of December 31, 2009, (collectively "Defendant" or "Elavon"¹),

¹ "Defendant" or "Elavon" shall mean Elavon, Inc. and/or LADCO Financial Group and/or any and all general partners, affiliates, subdivisions, future or past purchasers, merged parties, inheritors or other successors in interest, and all of its officers, directors, employees, subsidiaries, affiliates, future purchasers, successors, and assigns acting on behalf of Elavon, Inc. and/or LADCO Financial Group, Inc.

as evidenced by their signatures, do consent to the entry of this Agreed Final Judgment (“Judgment”) and its provisions.

2. Elavon enters into this Judgment, without trial or adjudication of any issue of law or fact, to avoid the time, expense and uncertainty associated with this litigation. This Judgment does not constitute evidence of or an admission by Elavon regarding any issue of law, fact, or violation of any laws in the above captioned matter or any other action, proceeding or cause. This is a final judgment for which execution may issue.

3. Elavon expressly waives ten-day notice of the Attorney General’s² intention to file an action pursuant to Tenn. Code Ann. § 47-18-108(a)(2).

4. Elavon hereby accepts and expressly waives any defect in connection with service of process issued to Elavon by Plaintiff.

5. This Judgment is entered into voluntarily by Elavon as its own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon it by this Judgment, and Elavon consents to its entry without further notice.

6. Elavon avers that no offers, agreements or inducements of any nature whatsoever have been made to it by Plaintiff or its attorneys or any employee of the Attorney General’s Office or the Division of Consumer Affairs³ to procure this Judgment.

7. Aside from any action stemming from compliance with this Judgment, Elavon waives any right to add, alter, amend, appeal, petition for certiorari, or move to re-argue or re-hear

² “Attorney General,” “State,” or “Plaintiff” shall mean the Office of the Tennessee Attorney General.

³ “Division” or “Division of Consumer Affairs” shall mean the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.

or be heard in connection with any judicial proceeding upon this Judgment, any right it may possess to a jury trial, and any and all challenges in law or equity to the entry of the Judgment by the courts. If the Court elects to hold a hearing on this Judgment, an attorney with the Tennessee Attorney General's Office will briefly summarize the settlement for the Court and will answer any questions the Court may have. Elavon agrees to support the Judgment and its terms at any such hearing for approval.

8. In the event the Court shall not approve this Judgment, this Judgment shall be of no force and effect and shall not be used in any subsequent proceedings between the Parties.⁴

9. This Judgment shall bind Elavon and its respective partners, authorized agents, employees, assignees, purchasers, merged parties, inheritors, and successors in interest who have actual or constructive notice of its provisions, and to all persons, corporations, and other entities who have actual or constructive notice of its provisions and act in concert or participation with them or any of them.

10. This Judgment constitutes the complete, final, and exclusive agreement between the Parties and supersedes any and all prior written or oral agreements between the Parties. Therefore, upon court approval, the Parties, having waived their rights of appeal and having approved this Judgment as to form and content.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

11. This Court has jurisdiction over the subject matter of this lawsuit and the Parties for the purpose of entering into and enforcing this Judgment—including the application for any further orders or directions as may be necessary for the construction, modification, execution, or

⁴ "Parties" shall mean Elavon and the Tennessee Attorney General as defined herein.

enforcement of compliance with this Judgment. Elavon acknowledges that the State will seek for it to pay all court costs and reasonable attorneys' fees and costs associated with successful petitions to enforce this Judgment against it.

12. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the Parties relating to or arising out of this Judgment is solely in Davidson County, Tennessee.

13. Elavon warrants and represents that:

- A. it is a proper party to this Judgment;
 - B. Elavon, Inc. is the true corporate name;
 - C. it is a valid corporation headquartered in the State of Georgia;
 - D. it is in good standing in the State of Tennessee maintaining a business address of 7300 Chapman Highway, Knoxville, Tennessee and houses certain operations at 7207 and 7301 Chapman Highway, Knoxville, Tennessee. Elavon has used no other physical office addresses in Tennessee;
 - E. LADCO Financial Group was merged into Elavon, Inc. as of December 31, 2009 and no longer exists as a separate corporate entity and since December 31, 2009, the equipment leasing business of LADCO Financial Group, Inc. has been operated as LADCO Leasing, a business unit of Elavon, Inc.;
 - F. the execution and delivery of this Judgment is Elavon's free and voluntary act and that this Judgment is the result of good faith negotiations;
 - G. Elavon's signatory to this Judgment has authority to act for and bind Elavon;
- and

H. the factual statements set forth in the Affidavit of Timothy I. Miller filed contemporaneously with this Judgment as Exhibit A are true and correct.

PERMANENT INJUNCTION

14. Pursuant to Tenn. Code Ann. § 47-18-108(a)(4), as of the date of entry of this Judgment, it is hereby agreed that Elavon, as defined herein, is hereby permanently enjoined and restrained from engaging in any of the following acts or omissions from or in the State of Tennessee and further, permanently required to satisfy the affirmative requirements set forth below:

- A. Elavon shall abide by all provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.* (the “Consumer Act”).
- B. Elavon shall not, in whole or in part in Tennessee, in connection with the advertising,⁵ promotion, offering for sale, or sale, lease or rental of any goods, services, or property, tangible or intangible, personal, or mixed, and other articles, commodities, or things of value wherever situated, engage in any conduct that is unfair or deceptive under the Consumer Act, including but not limited to the following:
 - i. Failing to accept the return of goods or cancellation of services as promised or represented;

⁵ “Advertise,” “Advertisement,” or “Advertising,” shall mean any written, oral, graphic, or electronic statement, illustration, or depiction, including labeling that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart, billboard, electronic mail, website or other digital form, slide, radio, broadcast television, cable television, or commercial or infomercial whether live or recorded.

- ii. Failing to timely issue refunds or credits as promised or represented or as may otherwise be owing and due to a consumer⁶ by operation of contract, law, equity, court judgment or otherwise;
- iii. Failing to “clearly and conspicuously”⁷ disclose all material terms and conditions related to any refunds, vendor repurchase obligations or credits;
- iv. Failing to clearly and conspicuously disclose any fact, information, term or condition that may be material to a consumer’s decision to purchase, finance or use any good, product, program, or service prior to purchase;
- v. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- vi. Causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another business entity;
- vii. Representing that goods or services have sponsorship, approval, characteristics, uses, benefits or quantities that they do not have, or that a person or product has a sponsorship, approval, status affiliation or connection that such person or product does not have; and

⁶ For purposes of this Judgment, “Consumer” and “Person” shall mean any natural individual, organization or other legal entity, including a corporation, partnership, proprietorship, association, trust, estate, cooperative, limited liability company, government or governmental subdivision or agency, any legal or commercial entity however organized, or any other group or combination acting as an entity, who seeks or may seek, or acquires by purchase, rent, lease, assignment, award by chance, or other disposition, any goods, services, or property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situated.

⁷ For purposes of this Judgment, “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, physical or temporal location, or volume (if applicable), compared to other information with which it is presented, that it is readily apparent to the person to whom it is disclosed. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement is necessary to prevent other information from being misleading, deceptive or unfair, then the statement must be presented in close proximity to the other information, in a manner that is readily noticeable, readable and understandable, and it must not be obscured in any manner. To be “Clear and Conspicuous,” warnings, disclosures, limitations or exceptions must be set out in close temporal or physical conjunction with the benefits or items described or referenced, or with appropriate captions, of such prominence that warnings, disclosures, limitations or exceptions, are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of the statement so as to be confusing or misleading or contradictory. The statement shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the statement shall be used in any communication.

- viii. Engaging in any other act or practice that is unfair or deceptive to the consumer or to any other person.
- C. Within thirty (30) days of entry of this Judgment, Elavon shall not enter into any contract or agreement with Consumers in Tennessee relating to the leasing of credit or debit-card processing equipment⁸ without clearly and conspicuously disclosing prior to leasing all material terms, including:
- i. The length of the contract(s);
 - ii. The cancellation policy, if any;
 - iii. The monthly payment amount for the equipment, as well as the payment amount of applicable sales tax every month, along with an additional payment amount for equipment loss if applicable, recognizing the precise applicable sales taxes may not be capable of calculation at the time the lease is originated; and
 - iv. An acknowledgment, if applicable, that the lessee will be personally responsible for making payments under the lease and the potential consequences for failing to pay.
- D. Elavon shall not misrepresent, expressly, by implication or through the use of “clarifying” small print, any material terms or conditions.
- E. If within the first fifteen (15) days after a lease Consumer’s receipt of the leased credit card or debit card processing equipment, the lease Consumer within the State of Tennessee or who purchased in the State of Tennessee determines that the equipment is not compatible with the Consumer’s computer, network, and/or point of sale card acceptance operating system, Elavon agrees that it shall

⁸ “Credit or debit-card processing equipment” shall mean all equipment relating to the making, accepting and/or processing of payments from credit and/or debit cards or other similar payments.

attempt to provide the Consumer with compatible card processing equipment within ten (10) days. However, if Elavon cannot provide the Consumer with leased equipment that is compatible with the Consumer's computer, network, or point of sale card acceptance operating system within twenty-one (21) calendar days of receiving such notice and the returned leased credit card processing equipment, Elavon will permit said Consumer to terminate the lease agreement without any penalty and will refund all monies and other consideration received from any such Consumer under the agreement upon receipt of the returned leased equipment. Elavon shall arrange for the return shipment with tracking of the leased equipment or provide the Consumer with a postage pre-paid shipping label with tracking or call tag for return of the leased equipment.

- F. Elavon shall maintain copies of all signed contracts and other legally binding documents relating to any leased credit card or debit card processing equipment, and shall produce copies of said documents within thirty (30) days of written request by any law enforcement organization, such as an attorney general's office, or a consumer protection entity, such as the Tennessee Division of Consumer Affairs. Nothing herein shall limit the duty to comply fully with any properly issued and served request for information, civil investigative demand, and/or administrative or judicial subpoena.
- G. Within thirty (30) days of entry of this Judgment, Elavon shall notify in writing all of its credit card and debit card leasing agents and sales organizations who

engage in the sale or leasing of credit card or debit card processing equipment and/or services on behalf of Elavon (hereinafter "Sales Representatives") within the State of Tennessee of the terms of this Judgment and that all Sales Representatives must comply with the requirements set forth in the Judgment. Additionally, within ninety (90) days of entry of this Judgment, Elavon will provide training to the Sales Representatives authorized to offer point of sale equipment leasing within the State of Tennessee and such training will include an explanation of the terms of this Judgment.

- H. Further, Elavon shall monitor its Sales Representatives to ensure that the agents abide by the terms of this Judgment, including, but not limited to, clearly disclosing whether or not equipment leasing contracts are non-cancellable. If and when Elavon learns that any Sales Representative is allegedly acting in violation of the Judgment, Elavon shall conduct an investigation as set forth in Paragraph 14(J) of this Judgment.
- I. Following entry of the Judgment, Elavon shall not take any action to collect under any agreement with a Consumer for the lease of credit card processing equipment upon Elavon's receipt of notice and explanation from a Consumer or a Consumer's legal representative that alleges deception,⁹ unfairness,¹⁰ fraud, forgery or misrepresentation of any type in the advertisement, promotion,

⁹ "Deception" shall be construed consistently with the interpretations given under the Tennessee Consumer Protection Act (Tenn. Code. Ann. §§ 47-18-101 *et seq.*).

¹⁰ "Unfairness" shall be construed consistently with the interpretations given under the Tennessee Consumer Protection Act (Tenn. Code. Ann. §§ 47-18-101 *et seq.*).

sale or procurement of the agreement unless and until the allegation is investigated and found to lack merit.

- J. Elavon shall investigate alleged violations of the requirements of this Judgment by a Sales Representative, as well as complaints and explanations made in good faith by Consumers, attorneys' general or other Consumer entities pertaining to Elavon's and/or Elavon's agents' alleged misrepresentations regarding the terms of equipment lease agreements, including but not limited to pricing, cancellation policies, and policies regarding returning equipment. Upon Elavon's completion of any such investigation, to the extent a Sales Representative is found to have violated the requirements of this Judgment, Elavon shall take appropriate action against the Sales Representative, which may include retraining or other disciplinary actions, such as termination or restriction of such Sales Representative's ability to offer equipment leasing services or termination of employment, if applicable. Elavon agrees it shall cooperate with the Attorney General's requests for information regarding such actions, including, but not limited to, providing Plaintiff with a list of agents against whom it took such actions.
- K. Elavon shall be prohibited from stating, implying, or causing to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, the Consumer Advocate and Protection Division, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of Elavon.

L. Elavon shall be prohibited from representing or implying that any procedures or other acts or practices hereafter used or engaged in by Elavon have been approved, in whole or in part, by the State.

M. Elavon shall, for a period of not less than five (5) years from the date of entry of this Judgment, or until such time as all monetary payments required by Paragraphs 15-16 and 34 of this Judgment are fully paid, whichever time is longer, retain the following records relating to the procurement of any Consumer agreement relating to the lease of credit or debit card processing equipment:

- i. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues.
- ii. Personnel records accurately reflecting: the name, address, telephone number, job title/position, employment dates, and, if applicable, the reason for a person's termination for each Elavon employee involved in the procurement of any Consumer agreement relating to the lease of credit or debit card processing equipment.
- iii. A list of each third party vendor with whom Elavon contracts. Additionally, Elavon will request that each third party vendor with whom it contracts for these services maintain information set forth in Paragraph 14(M)(ii).
- iv. Consumer information including the Consumer's name; address; telephone numbers; amounts paid; number and description of credit card processing equipment leased and/or purchased; equipment lease contracts; Consumer correspondence; credit data vendor lease buyback records and all other similar information obtained in the ordinary course of business with respect to the Consumer leases.
- v. Complaints, refund requests, and vendor lease buyback requests from all Tennessee Consumers who leased credit card or debit card processing equipment from Elavon (whether received directly,

indirectly or through any third party), including all documents and records pertaining to such complaints, refund requests, notes from conversations with such Consumers or the Consumers' employees or other persons authorized to speak on the Consumers' behalf, and attempts to contact such Consumers.

- vi. Copies of Elavon's sales scripts, training materials, equipment advertisements or other promotional or marketing materials associated with Credit or Debit-Card Processing Equipment by Elavon to Consumers.
- vii. All records and documents necessary to demonstrate full compliance with the Judgment and to complete the restitution program set forth in this Judgment, including all reports submitted to the Court, Attorney General, such Consumers or the Restitution Administrator, and copies as may be required by this Judgment.

N. Elavon waives and relinquishes any arguments, rights or defenses regarding the fact that this Judgment includes an injunction, but no findings of fact or conclusions of law.

RESTITUTION/REFUNDS

15. Under the restitution program created by this Judgment, Elavon shall provide full restitution to Tennessee Consumers who have leased Credit or Debit-Card Processing Equipment from Elavon with complaints previously filed with Elavon or a Consumer Protection Entity¹¹ or who will do so within 115 days of entry of this Judgment. Approximately eighteen (18) Tennessee Consumers have to-date disputed the lease agreement for debit/credit card processing equipment leased from or assigned to Elavon, for a total dollar value of approximately \$37,800. This paragraph excludes the two (2) Tennessee consumers who were covered by the Stipulated Final

¹¹ For purposes of this Judgment, "Consumer Protection Entity" shall mean and include the Tennessee Attorney General's Office and its Consumer Advocate and Protection Division, the Tennessee Division of Consumer Affairs, any Better Business Bureau, the Federal Trade Commission, the Consumer Financial Protection Bureau, and any other governmental entities engaged in enforcing consumer protection laws or handling consumer complaints in any state.

Judgment in the Superior Court of California, County of Ventura, case no. 56-2012-00416115-CU-MC-VTA ("Ventura County Claimants") who received full restitution and Tennessee Consumers whose alleged issues have been previously fully resolved through Elavon's internal process, which is approximately eighteen (18) consumers for a total of approximately \$37,800.

16. The Court approves Robert E. Moore, Jr. and Jeanne Bryant of Receivership Management, Inc. as the "Restitution Administrator" for the Restitution Program to be conducted pursuant to this Judgment. The Restitution Administrator's contract shall be subject to court approval. By approval of this Judgment, the Court has approved an initial payment of \$12,500 to Receivership Management to cover the Restitution Administrator's initial costs. All subsequent fee applications of the Restitution Administrator shall be submitted to the court for approval. No restitution funds shall be used to pay the Restitution Administrator. Elavon shall enter into a separate contract and arrangement to pay the Restitution Administrator. The Restitution Administrator has offices located in the State of Tennessee and has experience handling restitution programs, trustee duties or receivership matters in the State of Tennessee. Receivership Management also has experience with consumer law. The Court shall determine the amount (if any) of a bond to be posted. The bond, if any, shall be paid as part of the Restitution Administrator's contract with Elavon. The bond amount, if any, shall be set at \$ 0.

17. Elavon shall pay restitution to Tennessee Consumers who have Eligible Complaints as defined in this paragraph. For purposes of this Judgment, an "Eligible Complaint" is an unresolved request for a refund or equipment lease cancellation from a Tennessee Consumer, who has:

- A. prior to or within one hundred fifteen (115) days from the date of the entry of this Judgment submitted an equipment lease cancellation, complaint, or refund request to Elavon or a Consumer Protection Entity for amounts paid for Credit or Debit-Card Processing Equipment procured through alleged direct or indirect fraud, forgery or misrepresentation; or
- B. prior to or within one hundred fifteen (115) days from the date of the entry of this Judgment submits a cancellation, complaint, or refund request to Elavon or a Consumer Protection Entity for amounts paid under a lease for point of sale equipment that was assigned to Elavon, which was allegedly procured through direct or indirect fraud, forgery or misrepresentation.¹²

18. Within fifteen (15) days of entry of this Judgment, Elavon shall appoint a single point of contact to fully cooperate with and provide assistance to the Restitution Administrator and Attorney General during the restitution process until this Judgment is fully satisfied.

19. Within sixty (60) days of entry of this Judgment, Elavon shall cooperate with the Plaintiff and use its best efforts to promptly provide a list to the Restitution Administrator¹³ of all names and contact information of Tennessee Consumers who have complained to Elavon since January 1, 2009, (excluding Ventura County Claimants or Tennessee Consumers whose complaints have been previously fully resolved with full restitution through Elavon's internal process), so that the Restitution Administrator can provide notice to said Consumers of their

¹² Paragraph 17 shall exclude the Ventura County Claimants or Tennessee Consumers whose complaints have been previously fully resolved through Elavon's internal process or through the Ventura County settlement.

¹³ All information available to the Restitution Administrator shall also be available to the State Division of Consumer Affairs and the Attorney General.

opportunity to request restitution. Within the same time frame, Elavon shall also provide the Restitution Administrator with a list of those Tennessee consumers and the amounts paid to each Consumer who received full restitution through its internal process.

20. The Tennessee Attorney General's Office shall submit a list of Tennessee Consumers who have filed complaints regarding Elavon with any Consumer Protection Entities to the Restitution Administrator so that the Restitution Administrator can provide notice to said Consumers of their opportunity to request restitution under this Judgment. The Restitution Administrator shall provide a copy of the Attorney General's list of Consumers to Elavon. The Attorney General may supplement the list as needed to include additional Tennessee Consumers who come forward during the one hundred fifteen (115) days from the date of entry of this Judgment. The Attorney General's Office may submit updated Consumer lists to the Restitution Administrator until one hundred fifty (150) days after entry of this Judgment or longer as may be agreed by the Parties.

21. Consistent with the terms of this Judgment, subject to receipt of a Refund Request Form (attached as Exhibit B), verification that the Consumer was an equipment lease customer of Elavon, and the Consumer's return of the leased equipment to Elavon, if still in the Consumer's possession,¹⁴ Elavon, through the Restitution Administrator shall resolve each Eligible Complaint by: (1) offering the Consumer a full refund of all monies paid to Elavon for any point of sale leased equipment to-date; (2) cancelling all outstanding lease obligations owed by the Consumer (and by

¹⁴ If a Consumer requesting relief under this Judgment still possesses the equipment, Elavon can elect to arrange for the return shipment with tracking of the leased equipment or provide the Consumer with a postage pre-paid shipping label with tracking or call tag for return of the leased equipment.

any personal guarantor or other guarantor) to Elavon, and permit without obligation the return of any equipment that is the subject of the lease; and (3) taking reasonable commercial steps to determine whether the Consumer's lease account was turned over to a collection agency.

22. Upon receipt of a Refund Request Form from a Tennessee Consumer, Elavon shall be given the opportunity to verify each requesting Consumer's eligibility. Should Elavon elect to dispute a Consumer's eligibility based on the existence of a valid lease, within forty five (45) days of receipt of the Refund Request form from the Restitution Administrator, Elavon shall provide the Restitution Administrator and the State an affidavit, including supporting documentation, attesting that the Consumer did not have a valid lease. Should the State dispute Elavon's determination, the Restitution Administrator shall make a final determination as to the Consumer's eligibility for restitution under Paragraph 21.

23. For each Consumer with an Eligible Complaint whose lease account was turned over to a collection agency, Elavon shall notify the collection agency that the Consumer's lease obligation has been fully satisfied and ensure that all collection efforts are discontinued; and provide a written notification to the Consumer (with a copy to the Attorney General) confirming the completion of the remedial actions set forth in this paragraph. If requested by the Consumer, Elavon shall use its best efforts to assist that Consumer in providing the necessary documentation to correct any credit reporting relating to the account.

24. Elavon shall not ask or require a Consumer to sign a release in order to accept restitution under this Judgment. In order to avoid double recovery, any actual monies received by a particular Consumer from this Judgment would operate as a set off against a recovery ordered in a private right of action involving that particular Consumer.

25. Consumer refunds made under this Judgment shall be made by check drawn on an account with sufficient cash balance and payable for at least one hundred and twenty (120) days to fund all refunds and shall not consist of credits, discounts, or other partial reimbursement of the lease price.

26. Within thirty (30) days of receiving the attached Refund Request Form from a Tennessee Consumer with an Eligible Complaint whose lease has been verified as set forth in Paragraph 22, Elavon shall provide each Consumer's check to the Restitution Administrator for the refunds to the Eligible Consumer. The Restitution Administrator will send each Eligible Consumer a packet including the refund check and an explanatory letter on Attorney General letterhead from the Director and the Attorney General. Elavon shall also be required to simultaneously provide a copy of the refund check to the Tennessee Attorney General's Office.

27. Mailing of the refund packets and notice letters will be handled at the sole discretion of the Restitution Administrator in consultation with the Director and Attorney General.

28. When appropriate, the Restitution Administrator shall use reasonable efforts such as skip tracing to locate the Tennessee Consumer if any letters or checks are returned undeliverable, and resend said letters or checks.

29. The Restitution Administrator shall compile a list of Tennessee Consumers who filed an Eligible Complaint that it is unable to locate or whose checks were returned undeliverable and provide that list to the Tennessee Attorney General's Office and the Tennessee Division of Consumer Affairs, who may elect to attempt to locate these Tennessee Consumers. If any Tennessee Consumers are located by this process, the Restitution Administrator shall issue notice

letters or new checks provided by Elavon to those Tennessee Consumers within a reasonable time after notification of a new address.

30. Elavon is responsible for all reasonable costs associated with the refund process set forth in this Judgment, including but not limited to, all costs associated with mailing the refund check and letters from the Attorney General to Consumers as discussed herein, the Restitution Administrator, and all letterhead, envelopes, copying charges, postage and reasonable costs associated with the issuance of refund checks.

31. Within two hundred and seventy (270) days of entry of this Judgment, Elavon, through the Restitution Administrator, shall provide a report and verifying affidavit to the Attorney General confirming its full compliance with the restitution provisions of this Judgment, including an alphabetical list of the Eligible Consumers covered by Paragraph 17 that, in fact, submitted a Refund Request Form and/or received a full refund and, if so, the amount refunded.

32. In the event that Eligible Consumers are unable to be located or Eligible Consumers fail to cash their refund checks within one hundred twenty (120) days of issuance, the funds due such Consumers shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101, *et seq.* These funds shall be delivered by Elavon, through the Restitution Administrator, to the Treasurer prior to the statutory due date of one (1) year set forth in Tenn. Code Ann. § 66-29-110, covering unclaimed property held by courts, public officers and agencies.

33. The following unique situations shall be handled as identified below when restitution checks are issued to Consumers:

- A. If a Tennessee Consumer with an Eligible Complaint is now deceased, the restitution payment shall be made to the estate of the decedent.
- B. If a Tennessee Consumer with an Eligible Complaint is an entity that is disbanded, closed, or has otherwise ceased operations, the restitution check shall be payable to the such Consumer's authorized representative that was shown on the equipment lease agreement.
- C. If the lease was entered into by a married couple, now divorced, a single restitution check shall be made jointly payable to both the former husband and former wife, unless a protective order is in place relating to one of the parties, in which case, two restitution checks shall be issued, half to each former spouse.
- D. If the lease was entered into jointly by two or more unrelated persons, a single restitution check shall be made jointly payable to those persons.

MONETARY PAYMENT TO THE STATE

34. On the day of entry of this Judgment, Elavon shall pay the sum of \$135,000 to the Tennessee Attorney General by electronic funds transfer pursuant to the directions provided by Counsel for the Attorney General. Said funds include Tennessee Attorney General's legal fees and costs of investigation and prosecution of this matter.

GENERAL PROVISIONS

35. The acceptance of this Judgment by the State shall not be deemed approval by the State of any of Elavon's advertising or business practices. Further, neither Elavon nor anyone acting on its behalf shall state or imply or cause to be stated or implied that the State of Tennessee,

the Attorney General, the Department of Commerce and Insurance, the Division of Consumer Affairs or any other governmental unit of the State of Tennessee has approved, sanctioned or authorized any practice, act, advertisement or conduct of Elavon.

36. This Judgment may only be enforced by the State of Tennessee, Elavon, and this Court.

37. The titles and headers to each section of this Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Judgment.

38. As used herein, the plural shall refer to the singular and the singular shall refer to the plural, and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

39. Nothing in this Judgment shall limit the Attorney General's right to obtain information, documents or testimony from Elavon pursuant to any state or federal law, regulation or rule.

40. Nothing in this Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Judgment shall not bar the State, or any other governmental entity from enforcing laws, regulations or rules against Elavon.

41. Nothing in this Judgment constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

42. Elavon waives and will not assert any defenses Elavon may have to any criminal prosecution or administrative action relating to the conduct described herein, which defenses may

be based, in whole or in part, on the Double Jeopardy or Excessive Fines Clauses of the Constitution or principles set forth in *Hudson v. United States*, 118 S. Ct. 488 (1997), and *Austin v. United States*, 509 U.S. 602 (1993), and agree that the amount that Elavon has agreed to pay under the terms of this Judgment is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

43. Elavon is entering into this Judgment for the purpose of settling the claims raised by the State of Tennessee and to avoid the costs of further litigation with respect to any such dispute. This Judgment does not constitute, is not intended to constitute, and shall not under any circumstances be deemed to constitute, an admission by any of the Parties as to the merits, validity or accuracy, or lack thereof, of any of the claims raised by the State of Tennessee against Elavon.

44. Furthermore, this Judgment is intended to confer rights, obligations and benefits only upon Elavon and the State of Tennessee and not upon any other party or entity; no party or entity other than Elavon and the State of Tennessee shall have any legally enforceable rights under this Judgment. Any right of action for breach of this Judgment is reserved to the Parties to this Judgment, except as expressly required by state law.

45. With respect to the Judgment, Elavon hereby expressly waives and relinquishes any and all rights, remedies, appeals or other interests that it may possess to a jury trial or any derivative rights that might flow from a trial by jury under the Tennessee Constitution or United States Constitution or any other law, regulation or rule.

46. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless made in writing, signed by the party to be charged, and approved by this Court

and then only to the extent specifically set forth in such written waiver, modification or amendment.

47. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, including but not limited to, contempt, civil penalties as set forth in Tenn. Code Ann. § 47-18-108(c) and/or the payment of attorneys' fees to the State and other applicable state law.

48. If any clause, provision or section of this Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Judgment and it shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

49. Time shall be of the essence with respect to each provision of this Judgment that requires action to be taken by Elavon within a stated period or upon a specified date.

50. Nothing in this Judgment shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

51. Elavon will not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices, in whole or in part, in the State of Tennessee that are prohibited in this Judgment, or for any other purpose that would otherwise circumvent any part of this Judgment or the spirit or purposes of this Judgment.

52. Elavon has provided the State with certain documents, advertisements, and contracts. Elavon acknowledges and agrees that providing these documents to the State in no way constitutes the State's pre-approval, review for compliance with state or federal law, or with this Judgment, or a release of any issues relating to such documents.

53. Defendants agree that the consumer names, addresses, telephone numbers and other personally identifiable information gathered or otherwise obtained during the implementation of this Judgment and the settlement discussions leading up to this Judgment, and for the implementation of the Restitution Programs, shall not be used for any marketing purposes or provided to any person other than law enforcement for any reason, including, but not limited to, for the purposes of marketing to these consumers now or in the future. Further, any lists and reports in possession of the State of Tennessee or the Restitution Administrator shall not be released to any person to protect the interest of consumer privacy, to prevent further marketing to these consumers and possible identity theft, other than law enforcement authorities or pursuant to state or federal law.

54. If the State receives a request for documents provided by Elavon relating to the subject matter of this Judgment, the negotiations of this Judgment, any reports specified or required herein, or information obtained by the Restitution Administrator in connection with this Judgment, the State shall comply with applicable public disclosure laws and promptly provide notice to Elavon of the request that will afford Elavon the reasonable opportunity to assert that documents subject to the request are exempt from disclosure. Elavon has asserted that such documents include confidential or proprietary information and has, or will, specifically designate such documents as confidential.

55. Elavon agrees that this Judgment does not entitle it to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation or rule, and Elavon further waives any rights to attorneys' fees that may arise under such statute, regulation or rule.

56. Elavon further agrees to execute and deliver all authorizations, documents, and instruments that are necessary to carry out the terms and conditions of this Judgment.

57. This Judgment may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Judgment may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

58. By agreeing to this Judgment, Elavon reaffirms and attests to the truthfulness, accuracy, and completeness of all of the information provided by Elavon to the State prior to entry of this Judgment. The State's agreement to this Judgment is expressly premised upon the truthfulness, accuracy, and completeness of the information provided by Elavon to the State throughout the course of the investigation of this matter, which information was relied upon by the State in negotiating and agreeing to the terms and conditions of this Judgment.

59. If the State finds that Elavon failed to disclose material information, or made any other material misrepresentation, or other false, deceptive, misleading or inaccurate representations, or other omission relevant to the resolution of the State's investigation or to the resolution of this matter including but not limited to the representations and warranties set forth in Paragraphs 2 to 10 and the affidavit attached as Exhibit A, the State retains the right to vacate, seek modification or set aside this Judgment, inter alia, in whole or in part, and to move that Elavon

be held in contempt, and/or sanctions and remedies be imposed under Tenn. Code Ann. § 47-18-108(c) and other laws, regulations or rules, together with any and all such other sanctions, remedies or relief as may be available to the State in law or equity, if the State so elects, upon proper notice.

60. Nothing in this Judgment shall be construed, interpreted or classified as any type of disqualification event or other objectionable circumstance for any regulatory purpose of the Dodd Frank Act, Section 926 or the Securities Act of 1933, Section 262 of Regulation A, Section 505 or 506 of Regulation D, as may be amended from time to time. Nothing in this paragraph shall act as a release by the State for any alleged violation of such laws.

COMPLIANCE WITH ALL LAWS

61. Nothing in this Judgment shall be construed as relieving Elavon of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Judgment be deemed to be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

PENALTIES FOR FAILURE TO COMPLY

62. Pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-108(c), any knowing violation of the terms of this Judgment shall be punishable by civil penalties of not more than \$2,000 for each violation, in addition to any other appropriate sanctions including, but not limited to, contempt sanctions and the imposition of attorneys' fees and civil penalties.

MONITORING FOR COMPLIANCE

63. Upon written request, Elavon shall provide books, records or documents to the State at any time, and further, informally, or formally under oath, provide testimony or other information

to the State relating to compliance with this Judgment. Upon written request, Elavon shall make any requested information available within thirty (30) days of the request, at the Office of the Attorney General or at such other location within the State of Tennessee as is mutually agreeable in writing to Elavon and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

64. In addition to the notices set forth in Paragraph 14(G) above, within thirty (30) days of the entry of this Judgment, Elavon shall provide a copy of this Judgment to each of their partners, authorized agents, employees, officers, directors, owners and successors in interest who are involved in or responsible for the business line that encompasses the sale or leasing of credit card processing equipment in the State of Tennessee. Within one hundred and twenty (120) days of entry of this Judgment, Elavon shall provide the State with an affidavit verifying and certifying that it has complied with the notice and training requirements set forth in this paragraph and Paragraph 14(G).

65. The State of Tennessee has the right to conduct undercover investigations of Elavon for the purpose of confirming compliance with this Judgment and state law. The State's undercover operatives, if any, are not required to disclose that they are representatives of the State of Tennessee when making contact with Elavon. Further, the State may record (audio and/or video) any or all aspects of its interaction with Elavon without notice to Elavon. Elavon agrees to void any sale that is conducted by an undercover operative on behalf of the State, upon proper notification and documentation of such by the State.

PRIVATE RIGHT OF ACTION

66. Nothing in this Judgment shall be construed to affect any private right of action that a Consumer, person, or entity (including any local, state, federal or other governmental entity) may hold against Elavon. Nothing in this Judgment shall be construed or operate as a waiver or impairment of any right, remedy, performance claim, or defense available to Elavon by law or contract. All defenses available to Elavon and a Tennessee Consumer survive any cancellation of the lease pursuant to Paragraphs 21 and 25.

NOTIFICATION TO STATE

67. For five (5) years following execution of this Judgment, Elavon shall notify the Attorney General in writing at least thirty (30) days prior to the effective date of any proposed changes in its corporate structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution of subsidiaries, or any other changes in Elavon's status that may impact in any way compliance with obligations arising out of this Judgment.

68. Any notices required to be sent to the State or Elavon by this Judgment shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the Tennessee Attorney General:
Deputy Attorney General
Office of the Attorney General
Consumer Advocate and Protection Division
Post Office Box 20207
Nashville, Tennessee 37202
Telephone: (615) 741-1671
Facsimile: (615) 532-2910

For Elavon:
Wallace W. Dietz
Kathryn Hannen Walker
Bass, Berry & Sims, PLC
150 Third Ave. South, Suite 2800
Nashville, TN 37201
Telephone: (615) 742-6276
Facsimile: (615) 742-2776

PAYMENT OF COURT COSTS

69. All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by Elavon. No costs shall be taxed to the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to either Party to these proceedings except as specifically provided for herein.

IT IS SO ADJUDGED AND DECREED.

ENTERED:

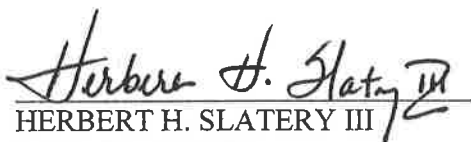

JUDGE

I hereby certify that this is a true copy
of original instrument filed in my office
this 20 day of Nov 2013
By RICHARD R. ROCKER Clerk
By [Signature] Deputy Clerk

Agreed Final Judgment in STATE OF TENNESSEE, *ex. rel.* HERBERT H. SLATERY III, Attorney General and Reporter, v. ELAVON, INC. a Georgia Corporation, and all officers, directors, owners, employees, members, affiliates, successors, subsidiaries, agents and representatives of ELAVON, INC. and LADCO FINANCIAL GROUP, INC., formerly a California subsidiary corporation of ELAVON, INC.,

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE TENNESSEE ATTORNEY GENERAL:



HERBERT H. SLATERY III
B.P.R. No. 009077
Attorney General and Reporter
State of Tennessee



JARED D. PLUNK
B.P.R. No. 032312
NATE CASEY
B.P.R. No. 031060
Assistant Attorney General
State of Tennessee
Office of the Attorney General
Consumer Advocate & Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 741-7663
Facsimile: (615) 532-2910
Email: jared.plunk@ag.tn.gov, nate.casey@ag.tn.gov

AT THE REQUEST OF:

A handwritten signature in dark ink, appearing to read "Bill Giannini", written over a horizontal line.

BILL GIANNINI, ACTING DIRECTOR
Division of Consumer Affairs

FOR ELAVON:



WALLACE W. DIETZ

B.P.R. No. 009949

Bass, Berry & Sims, PLC

150 Third Ave. South, Suite 2800

Nashville, TN 37201

Telephone: (615) 742-6276

Facsimile: (615) 742-2776



KATHRYN HANNEN WALKER

B.P.R. No. 020794

Bass, Berry & Sims, PLC

150 Third Ave. South, Suite 2800

Nashville, TN 37201

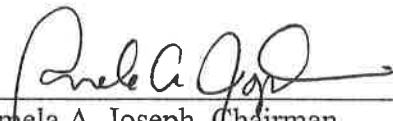
Telephone: (615) 742-7855

Facsimile: (615) 742-2844

CORPORATE DEFENDANT SIGNATURE AND ACKNOWLEDGMENT

Defendant Elavon, Inc. ("Elavon") and its counsel have read and understand this Judgment and each of its terms. Elavon submits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment.

I, Pamela A. Joseph, on behalf of Elavon, Inc., being first duly sworn on oath, depose and say that I am an officer of Elavon and am fully authorized and empowered to sign this Judgment on behalf of Elavon and bind the same to the terms hereof.



Pamela A. Joseph, Chairman
Elavon, Inc.
Two Concourse Parkway, Suite 800
Atlanta, GA 30328
678-731-5000

SUBSCRIBED AND SWORN to before
me this 24th day of JUNE, 2015.


Notary Public

My Commission Expires: JUNE 6, 2019

Exhibit A

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE, *ex rel.*)
HERBERT H. SLATERY III, ATTORNEY)
GENERAL and REPORTER,)

Plaintiff,)

v.)

No. _____)

ELAVON, INC. a Georgia Corporation,)
and all officers, directors, owners,)
employees, members, affiliates,)
successors, subsidiaries, agents and)
representatives of ELAVON, INC.)
and LADCO FINANCIAL GROUP, INC.,)
formerly a California subsidiary corporation of)
ELAVON, INC.,)

Defendants.)

AFFIDAVIT OF TIMOTHY I. MILLER

I, Timothy I. Miller, having been duly sworn, state as follows:

1. My name is Timothy I. Miller. I am a citizen and resident of the State of Tennessee. I am over 21 years of age, and I am otherwise competent to give testimony. I have personal knowledge of the following facts.

2. I am a Sr. Vice President for Global Credit and Risk at Elavon, Inc. I have held this position since 2004. I am knowledgeable about the information set forth in this Affidavit and have reviewed Elavon's general books and records to confirm all of the statements set forth herein.

T.I.M. Initials



3. Elavon has not done business under any doing business names other than Elavon, Inc. and LADCO Financial Group, Inc. in or from the State of Tennessee or with Tennessee Consumer's from elsewhere. The name of the corporation was changed from NOVA Information Systems, Inc. to Elavon, Inc. on or about April 15, 2008, with such change of name documented with the Secretary of State's records for this corporation.

4. Elavon does not own or operate any other corporations or entities that offer or promote for lease debit or credit card processing equipment to Tennessee Consumer's or from Tennessee, in whole or in part.

5. Elavon only conducted business from 7207, 7300, and 7301 Chapman Highway, Knoxville, Tennessee from Tennessee or with Tennessee Consumers, *i.e.* used no other physical office addresses in Tennessee or to engage in trade or commerce with Tennessee consumers.

6. Upon receipt of the Tennessee Attorney General's Request for Information issued pursuant to Tenn. Code Ann. § 47-18-106, Elavon provided all responsive documents required and responded to all requests for information completely and accurately.

7. Elavon has done business and engaged in trade or commerce in Tennessee or with Tennessee Consumers from 1994 to the present.

8. Elavon has provided credit card or debit card processing goods or services to Tennessee Consumers.

9. As set forth below, from November 2009 through April 2014, approximately eighteen (18) Tennessee point of sale equipment lease consumers presented complaints to Elavon regarding incidents of alleged direct or indirect fraud, forgery, or misrepresentation regarding the origination of their lease agreement during the same time frame. Elavon provided restitution or consideration in an agreed amount of \$4,000 to two (2) Tennessee consumers via the Ventura

T.I.M. Initials

California litigation. Additionally, Elavon provided restitution, consideration, lease cancellations, or charge-offs in an approximate amount of \$37,800.00 to eighteen (18) Tennessee consumers as a result of complaints or Elavon initiated vendor repurchase obligations from January 1, 2010 to the present.

10. Elavon has offered debit or credit card processing goods or services to Tennessee Consumers or from Tennessee to Consumers elsewhere through various intermediate sales organizations and authorized financial institutions.

11. From time to time, business decisions were made to terminate certain intermediate sales organizations operating relating to the offering of debit or credit card processing equipment leases in the State of Tennessee or to Consumers elsewhere.

FURTHER AFFIANT SAYETH NOT



Timothy I. Miller

STATE OF TENNESSEE)

KNOX COUNTY)

Sworn to and subscribed before me this 24th day of JUNE, 2015.


Notary

My commission expires: OCTOBER 28, 2015



T.I.M. Initials TIM

Exhibit B

STATE OF TENNESSEE

Office of the Attorney General



HERBERT H. SLATERY III
ATTORNEY GENERAL AND REPORTER

P.O. BOX 20207, NASHVILLE, TN 37202
TELEPHONE (615) 741-3491
FACSIMILE (615) 741-2009

(INSERT DATE)

Dear Consumer:

**RE: ELAVON, INC. AND LADCO FINANCE GROUP, INC. CONSUMER
NOTICE REGARDING OPPORTUNITY FOR REFUND DUE TO
ATTORNEY GENERAL SETTLEMENT**

On (INSERT DATE), 2015, Judge (INSERT NAME) of the Davidson County Circuit Court of Tennessee approved an Agreed Final Judgment and Permanent Injunction ("Order") between Elavon, Inc. and Ladco Group, Inc. ("the Defendants") and the State of Tennessee *ex rel.* Herbert H. Slatery III, Attorney General and Reporter on behalf of Bill Giannini, the Acting Director of the Tennessee Division of Consumer Affairs. The Attorney General's lawsuit alleged violations of the Tennessee Consumer Protection Act involving the Defendants' leasing of credit or debit card processing equipment within the State of Tennessee. The Defendants and its owners deny any wrongdoing, but have entered the Order¹ to avoid the time and expense of litigation. The Order appointed Robert E. Moore, Jr. and Jeanne Bryant of Receivership Management, Inc. as Restitution Administrators.

Under the terms of the Order, subject to verification, you are an eligible consumer entitled to request a full refund of all monies paid to lease credit or debit

¹ A copy of the Court's Order may be viewed at www.tn.gov/attorneygeneral/cases/_____.

card processing equipment from the Defendants. You may voluntarily elect to participate in this restitution program. By choosing to participate and receiving restitution (monetary refund), your lease agreement with the Defendants will also be cancelled with no further obligation to you. If Defendants sent your agreement to a collection agency, Defendants will withdraw it from collections and, if you request, will assist you in correcting that information with any credit reporting agencies.

If you still possess the leased equipment, the company requests return of the equipment to Elavon; however, the Restitution Administrators will arrange for the return shipment with tracking of the leased equipment or provide you with a postage pre-paid shipping label with tracking or call tag for return of the leased equipment. To obtain your refund, you must simply complete and return the attached refund request form in the self-addressed pre-paid envelope to Receivership Management, Inc.

You are receiving this letter because prior to or within 115 days of entry of this Order you submitted an equipment lease cancellation, complaint or refund request to Elavon, Inc. or Ladco Group, Inc. or a Consumer Protection Entity² for amounts paid for credit or debit card processing equipment and services procured through alleged direct or indirect fraud, forgery or misrepresentation.

Please remember you only have until (INSERT DATE) to request a refund by returning the Refund Request Form below. If your refund request form is postmarked after (INSERT DATE), no refund will be paid to you unless you fall under extremely limited exigent circumstances. Returning the Refund Request Form does not impact any private right of action (if any) you may have but may operate as a set off. We cannot provide any individual legal advice to you.

If you have questions concerning this letter and Refund Request Form, please contact Receivership Management at (INSERT TELEPHONE NUMBER AND EMAIL ADDRESS).

² Under the Order, Consumer Protection Entity includes the Tennessee Attorney General's Office and its Consumer Advocate and Protection Division, the Tennessee Division of Consumer Affairs, any Better Business Bureau, the Federal Trade Commission, the Consumer Financial Protection Bureau, and any other governmental entities engaged in enforcing consumer protection laws or handling consumer complaints in any state.



ATTORNEY GENERAL REFUND REQUEST FORM



**YOU MUST RETURN THIS FORM ON OR BEFORE (INSERT DATE) TO BE
ELIGIBLE TO RECEIVE A REFUND**

By signing the Refund Request Form, I am electing to receive restitution (monetary refund) pursuant to the Order obtained by the Tennessee Attorney General. I understand that requesting restitution under the Order may impact my contractual rights with Elavon and that Elavon has elected to cancel my lease. However, I will not owe any further payments to Elavon and they will not attempt to collect further payments from me. I understand that in order to receive restitution, Elavon will verify the existence of my lease.

Business Name: _____ Telephone: _____ E-mail: _____

Your Name: _____ Title: _____

Address: _____ City: _____

State: _____ Zip: _____

By returning this form, I am requesting a refund because of the following issues or problems I claim I experienced regarding my contract with Elavon, Inc., Ladco Group, Inc., or their representatives (check all that apply):

- ☐ Direct or indirect fraud
- ☐ Direct or indirect forgery
- ☐ Direct or indirect misrepresentation

(If you wish to provide other information, you may do so here or on the back of the form):

If known, please provide the following information:

Lease Number: _____

Amount actually paid to Defendants under the Lease:\$ _____

Has your company received collection calls related to your lease agreement with the Defendants? ____ Yes ____ No

My company would like to request that Defendants withdraw and cease collection on our lease agreement? _____ Yes _____ No

My company would like to request that Defendants correct any negative credit reporting made regarding our lease agreement? ____ Yes _____ No

Do you still have your leased equipment? ____ Yes ____ No